

Exhibit 1

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE SOUTHERN DISTRICT OF NEW YORK

4 -----X

5 PAVLE ZIVKOVIC,

6 Plaintiff,

7 v.

8 VALBELLA AT THE PARK, LLC

9 -----X

10 Zoom Video Conference

11 May 4, 2023

12 10:06 a.m.

13 EXAMINATION BEFORE TRIAL of DAVID GHATANFARD, the
14 Defendant in the above-entitled action, held via Zoom Video
15 Conference taken before ELIZABETH SANTOS, a Notary Public of
16 the State of New York, pursuant to order and stipulations
17 between Counsel.
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A P P E A R A N C E S:

HAROLDSALANT STRASSFIELD & SPIELBERG

Attorney for David Ghatanfard

81 Main Street

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BY: NEAL S. COMER, ESQ.

LAW OFFICES OF FRED SEEMAN

Attorneys for Robert Daleo

32 Broadway, Suite 1214

New York, New York 10004

BY: FRED SEEMAN, ESQ.

JOSEPH & KIRSCHENBAUM, LLP

Attorneys for Plaintiff

32 Broadway, Suite 601

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BY: JOSEF NUSSBAUM, ESQ.

Also present:

Lucas Buzzard (Sitting in with Mr. Nussbaum)

Leonard Spielberg (Sitting in with Mr. Comer)

S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN the parties hereto through their respective counsel that all objections as to the form of the question shall be reserved to the time of trial;

IT IS FURTHER STIPULATED BY AND BETWEEN the parties hereto through their respective counsel that sealing, certification and filing shall be and the same are hereby waived;

IT IS FURTHER STIPULATED AND AGREED that the within examination may be signed and sworn to before any Notary Public with the same force and effect as if signed and sworn to before this Court.

1 DAVID GHATANFARD

2 D A V I D G H A T A N F A R D ,

3 having first been duly sworn by Elizabeth Santos, a Notary
4 Public of the State of New York, was examined and testified
5 as follows:

6 EXAMINATION BY

7 MR. NUSSBAUM:

8 COURT REPORTER: Please state your name
9 for the record.

10 THE WITNESS: David Ghatanfard.

11 COURT REPORTER: What is your present
12 address?

13 THE WITNESS: 56 Oak Grove Road, private
14 house, South Hampton, New York.

15 Q. Good morning, Ghatanfard.

16 A. Good morning.

17 Q. I've taken your deposition before, so I
18 know you have some experience with this. I'm not
19 going to go over the details of all the rules since
20 I know you're familiar with them. We're taking your
21 deposition today as part of a lawsuit that was
22 brought by Pavle Zivkovic against Valbella at the
23 Park, LLC.

24 Do you understand that?

25 A. Yes, I do.

1 DAVID GHATANFARD

2 MR. SEEMAN: Objection.

3 A. No.

4 Q. You never had conversations with anybody
5 about protecting yourself from a judgment?

6 MR. SEEMAN: Objection.

7 A. Just to my lawyers.

8 Q. Other than your lawyers, did you speak to
9 anybody else about protecting yourself from a
10 judgment?

11 A. No.

12 Q. How long did you live at 9 Canterbury
13 Post?

14 A. Roughly about 14, 15 years.

15 Q. And you were the sole owner of that house;
16 right?

17 A. On paper, yes.

18 Q. And why did you sell it?

19 A. Why did I sell it?

20 Q. Yeah, why did you sell it?

21 A. Because the house was too big for us.

22 Q. Did you make money off the sale?

23 A. We lost money.

24 Q. You lost money on the sale.

25 How much did you lose?

1 DAVID GHATANFARD

2 Q. Isn't that date right after you sold your
3 house at 9 Canterbury?

4 A. I don't recall.

5 Q. You don't remember when you sold your
6 house?

7 A. I don't remember the date I sold the
8 house.

9 Q. Do you recall receiving this check for
10 \$1,059,000?

11 A. Yes, I do.

12 Q. And this check was made out to you; right?

13 A. The check was made out to me. Yes.

14 Q. This is your money; right?

15 A. I'm sorry. It was my money and
16 Ms. Kalayjian money.

17 Q. And you could use this money; right?

18 A. I'm sorry.

19 Q. And you could use this money; correct?

20 A. It was my money and Ms. Kalayjian money.

21 Q. I understand.

22 But you also said it's your money,
23 that means you could use the money; right?

24 A. It wasn't my money, it was our money.

25 Q. But you were the only person on the deed

1 DAVID GHATANFARD

2 of the house at 9 Canterbury; right?

3 A. But we had an agreement, when we bought
4 the house, it's both of us house. She invested on
5 it, and I invested on it. It was our money.

6 Q. Is there a written agreement?

7 A. I'm sorry.

8 Q. Is there a written agreement?

9 A. It's a handshake agreement.

10 Q. Isn't it true that you bought the house
11 before you were dating Ms. Kalayjian?

12 A. No, I was dating --

13 Q. You bought the house after you started
14 dating her?

15 MR. SEEMAN: Objection.

16 A. I bought the house after I meet Ms.
17 Kalayjian. Ms. Kalayjian was pregnant with two
18 babies, and she lost -- we bought the house. The
19 reason we need the house. So she lost the baby. A
20 year after that we wanted to sell the house. And we
21 had it on the market for a long time, we couldn't
22 sell.

23 Q. What year did you buy the house?

24 A. I don't remember. I don't recall the
25 exact year, counsel.

1 DAVID GHATANFARD

2 Q. What is this check for?

3 MR. SEEMAN: Objection.

4 A. Remortgaging the house.

5 Q. The Oak Grove Road house?

6 A. Yes.

7 Q. And on the endorsement of the check, is
8 that your signature?

9 A. I don't know.

10 Q. You don't know if that's your signature?

11 A. I don't know.

12 Q. So it's possible that someone else signed
13 and endorsed the check for \$1.4 million for the
14 refinance of your house.

15 Is that your testimony?

16 A. I don't know.

17 Q. You don't know?

18 A. I don't know.

19 MR. SEEMAN: Objection.

20 Q. And this check is made out just to you;
21 right?

22 A. Yes.

23 Q. And this is your money; right?

24 A. I'm sorry --

25 MR. SEEMAN: Objection.

1 DAVID GHATANFARD

2 A. No, it's our money.

3 MR. SEEMAN: Objection.

4 Q. This check is made out just to David
5 Ghatanfard; right?

6 A. When she spent so much time and too much
7 effort in that house. When we bought the house in
8 Oak Grove Road, it was two car garage they put
9 together. She did other renovations on her money to
10 do the house. And it was a joint house.

11 Q. Are there any written agreements to that
12 effect?

13 A. It was a handshake.

14 Q. Other than a handshake, there's nothing
15 else that would show --

16 A. I think between two people live together
17 there shouldn't be a document.

18 Q. But you put her on the deed of the house;
19 right?

20 MR. SEEMAN: Objection.

21 A. I was getting older, and I put her on the
22 deed of the house. Yes.

23 Q. But at the time that you got this check
24 for the refinance, she was not on the deed to the
25 house; right?

1 DAVID GHATANFARD

2 COURT REPORTER: I couldn't hear him

3 either.

4 Q. When did you put Ms. Kalayjian on the
5 deed?

6 A. I don't recall.

7 Q. But it was after this check; right?

8 A. I believe I answered that question.

9 Q. You said you don't recall. I'm asking
10 you, you put her on the deed after can you got this
11 check; right?

12 A. I said the lawyer forgot to file all the
13 paperwork document, and we had to go back and do it.

14 Q. And you did that after you got that check;
15 right?

16 A. Yes.

17 Q. Why did you put her on the deed?

18 MR. SEEMAN: Objection.

19 A. I already answered that question.

20 Q. Because you were getting older. I don't
21 understand that.

22 A. I said --

23 MR. SEEMAN: Objection.

24 Q. What was the reason?

25 A. I said, she spent a lot of money on the

1 DAVID GHATANFARD

2 house. She paid a lot of the mortgages. She paid a
3 lot of stuff in that house. And we decide, I'm
4 getting a little older, and I put her on the deed of
5 the house so that she has security.

6 Q. What type of security were you looking to
7 provide her?

8 A. She has someplace to live.

9 Q. But she lived -- withdrawn.

10 When did you first buy the house?

11 A. I'm sorry.

12 Q. When did you first buy the house?

13 A. I don't recall exactly.

14 Q. It was more than 15 years before you put
15 her on the deed; right?

16 A. Whatever it is. I don't understand why,
17 what's the difference?

18 Q. But she was living in the house the whole
19 time without her being on the deed; right?

20 A. It wasn't necessary. It was an
21 understanding between each other.

22 Q. My question to you is, what were you
23 looking to change by adding her to the deed?

24 MR. SEEMAN: Objection.

25 A. Nothing changed. The only thing we change

1 DAVID GHATANFARD

2 that, you know, if something happen to me, she can
3 have something.

4 Q. Couldn't you just write a Will, and give
5 it to her in the Will?

6 A. She spent a lot of money in the house.
7 She spent a lot of time in the house, rebuilding the
8 house, fixing the house, paying the mortgage. And
9 it was some of her money paying the mortgage. She
10 deserved to be on the deed of the house.

11 Q. She was doing a lot of that stuff at the
12 Canterbury house also; right?

13 A. Yes.

14 MR. SEEMAN: Objection.

15 Q. What was the answer?

16 A. Yes.

17 Q. But you didn't put her on the deed of that
18 house?

19 MR. SEEMAN: No question. Objection.

20 Q. Right, you didn't put her on the deed of
21 that house?

22 MR. SEEMAN: Objection.

23 A. Because we sold the house.

24 Q. In the year or two years before you sold
25 the house, even though she put in all those work,

1 DAVID GHATANFARD

2 A. Yes.

3 Q. And your response is, or was, Laura
4 Christy, LLC, Laura Christy Midtown, LLC, Valbella
5 at the Park.

6 Do you see that?

7 A. Yes.

8 Q. But you also worked for One If By Land;
9 correct?

10 A. No.

11 Q. You didn't perform any services for One If
12 By Land?

13 A. No.

14 Q. Did you perform services for any other
15 company besides the three companies stated?

16 A. No.

17 Q. And the amount paid it says, N-O-T and
18 then S-U.

19 Do you know what that means?

20 A. No. I'm not sure.

21 MR. NUSSBAUM: Mr. Comer, I see you
22 talking to him. I saw you talking to him and
23 say I'm not sure and that's what he said.

24 That's completely improper now. Even for you
25 guys I would expect more.